

CITY OF SPRINGDALE
Committee Agendas
Monday, March, 5, 2018
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.
AMENDED

Ordinance Committee by Chairman Mike Overton

1. **A Discussion** of the fireworks ordinance for the City of Springdale. Item to be presented by Tonya Martin, per Mike Overton.

Personnel Committee by Chairperson Kathy Jaycox:

2. **A Discussion** on approving the changes in bylaws for the Springdale Youth Council. Item to be presented by Melissa Reeves, Director of Public Relations. (2-6)

Parks & Recreation Committee by Chairman Mike Lawson:

3. **A Resolution** authorizing the grant of a conservation easement on property owned by the City of Springdale, Arkansas, pursuant to the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.* Item to be presented by Ernest Cate, City Attorney. (7-14)

Street & CIP Committee by Chairman Rick Evans:

4. **A Resolution** authorizing the execution of an engineering services contract for street and drainage improvements to Maple Avenue and other purposes. Item to be presented by Wyman Morgan, Director of Finance and Administration. (15)
5. **A Presentation** on the long range strategic plan for the library. Item to be presented by Marcia Ransom, Library Director.

Finance Committee by Chairman Jeff Watson:

6. **A Resolution** amending the 2018 budget of the City of Springdale Animal Services. Item to be presented by Courtney Kremer, Director of Animal Services. (16)

Committee of the Whole:

7. **A Discussion** concerning the matching funds for the Fitzgerald Station. Presented by Allyn Lord, Director of Shiloh Museum.

BYLAWS
CITY OF SPRINGDALE
YOUTH COUNCIL

ARTICLE I. NAME, PURPOSE, AND ESSENTIAL DUTIES

Section 1.1 Name. Springdale Youth Council (or “Youth Council”)

Section 1.2 Purpose. The Springdale Youth Council is established to encourage young people to become engaged with their local government, receive mentoring from City officials, perform community service for the benefit of Springdale residents, advise local government officials on the issues that face young people in our community, and learn about local government and the importance of civic participation.

Section 1.3. Essential Duties. This Youth Council has six essential duties:

- a. Group Presentation: Research an issue that affects youths in our community and present the problem and potential solutions to City Council.
- b. Group Event: Plan and execute one event to engage other young people in a topic of the Youth Council’s choosing.
- c. Individual Community Service: Complete one community service project for the benefit of the community or a City department. Project must include at least four hours of volunteer time. Members will be required to submit a summary of their experience.
- d. Individual Job Shadow: Each participant will select a City department or a department within a county, state, or federal government office to job shadow for one day in the year. Job shadowing must be for at least four hours. Members will be required to submit a summary of their experience.
- e. Individual Mentoring: City Council members and the Mayor will be responsible for mentoring two Youth Council members. Youth Council members will remain in contact with their mentor throughout the year. Should a City Council member be unavailable or unwilling to participate in the mentoring aspect of this program, a City staff member or another elected official will take over those duties. Members and mentors are required to meet for one hour a month from November through April. Mentors and mentees must meet before graduation in April to fulfill the requirement. Youth Council members are responsible for scheduling appointments.
- f. Individual Program Evaluation: At the conclusion of the program, Youth Council members will complete a program evaluation to help the City officials determine changes that need to be made to the program going forward. The program evaluation will also include a self-evaluation.

Section 1.4. Dereliction of Essential Duties. In the event that a member does not complete the above listed essential duties, the member cannot graduate from the program and is ineligible to reapply to the program in the future. Furthermore, should a member begin to fall behind in the program, the program coordinator may reach out to the member's sponsor and/or school.

ARTICLE II. MEMBERSHIP

Section 2.1 Number of Members. The Youth Council will consist of up to 18 members representing each grade level from 10th to 12th grade. The Youth Council may be comprised of Springdale High School, Har-Ber High School, Archer Learning Center, and School of Innovation students, in addition to homeschooled and private, magnet, and charter school students.

Section 2.2. Eligibility. Each student shall reside within the Springdale School District. There will be no GPA requirements; however, applicants must have a non-relative employer, teacher, school administrator, government employee, community leader, or a community member who holds a staff position or is a board or commission member at a 501c(3) organization, religious institution, or government entity, who can sponsor their application, vouch for the student’s commitment to the program, and commit their time to help keep the student on track. Committee for Civic Engagement and Inclusion members, Springdale City Council members, the Mayor, City Clerk, District Court Judge, City Attorney, or any staff mentors cannot sponsor students.

Section 2.3. Appointment of Youth Council Members. Links to the online application will be sent digitally to the Springdale Public Schools, administrators for private schools, magnet, and charter schools in Springdale who serve grades 10-12, and efforts will be made to reach out to homeschooled students. The application will be made available on the City of Springdale’s website no later than May 1. Additionally, paper applications will be made available at the City Administration Building, Public Library, Recreation

Center, and Shiloh Museum. PDF copies will also be made available to educators in Springdale no later than May 1 so they can facilitate the distribution of hard copies to their students.

Section 2.3.1. Application requirements. The following item(s) must be submitted by the deadline for the applicant to be considered:

- a. Completed Application
- b. Parent or Guardian Statement of Permission
- c. Sponsor Letter of Recommendation
- d. Photography Release Form

Plagiarism on the application is an automatic disqualification from the program for that year. Additionally, the student's school may be notified.

Section 2.3.2. Deadline. The application materials stated above must be turned in to the Mayor's Office by 5 p.m. on Aug. 1.

Section 2.3.3. Selection. The applications will be reviewed by the Committee for Civic Engagement and Inclusion and Springdale Public School officials. The recommended candidates will be forwarded to the Mayor for approval. Final candidates will be confirmed by City Council at the first City Council meeting in September. The final students and their sponsors will be contacted no later than Sept. 1.

Section 2.4. Terms in Office. Terms in office for each Youth Council member shall run for eight months, beginning at their confirmation at the first City Council meeting in September and ending at their graduation from the program, which will commence at the second City Council Meeting in April of the following year. Youth Council members serve one term. See Article X for exceptions.

Section 2.5. Vacancies. If a member voluntarily leaves the Youth Council for reasons other than extenuating circumstances as defined in Section 4.6., or if they leave after the November meeting, he or she will be ineligible to reapply in the future. If a member leaves the Youth Council and is reappointed in a following year, there will be no opportunity for reappointment should the member need to resign for a second time.

Section 2.6. Compensation and Expenditure of Funds. Members and their sponsors serve without compensation. The Youth Council has no authority to expend funds beyond a pre-determined budget in conjunction with City staff, and the Youth Council cannot incur an obligation on behalf of the City unless approved by the City Council.

Section 2.7. Compliance with City Policy. Members will comply with City Ordinances, Rules, and Policies applicable to the Youth Council and the members.

Section 2.8. Removal. Any member may be removed from their position on the Youth Council for any reason by recommendation to the Mayor from the Committee for Civic Engagement and Inclusion. The Mayor will make the final decision regarding the removal of a member. Once a member is involuntarily removed, he or she cannot be reappointed to the Youth Council. The program coordinator or the Mayor reserves the right to rescind an invitation to a student prior to City Council confirmation. After confirmation, removal procedures must be followed.

ARTICLE III. COUNCIL OFFICERS

Section 3.1. Officers. The Youth Council will elect the following officers: President, Vice President, Treasurer, and Clerk. The officers are elected by a majority vote of the present members at the second regularly scheduled meeting. In the event of dereliction of duty or impropriety, a two-thirds majority vote of the Youth Council members will remove an officer from office. A removal from office is not automatically a removal from the Youth Council.

Section 3.2. Terms of Office for Youth Council Officers. Youth Council Officers serve for a term of seven months, beginning the day of election and ending the day of graduation from the program. In the event of vacancy in the office of President, the Vice President shall serve as President until the Youth Council members vote to appoint a replacement President. A vacancy in the other offices shall be elected by majority vote of the present members at the next regularly scheduled meeting, or as soon as reasonably practical for the unexpired term. If possible, an officer shall continue to serve until the vacancy is filled.

Section 3.3. Duties

a. President – Presides at the Youth Council meetings outside of the regularly scheduled monthly educational meetings and during work sessions as part of the regular meetings. He or she will be the leader of the Youth Council and will help with group coordination, motivation, and will help facilitate the business of the Youth Council.

- b. Vice President - Aids the President as needed and fills in as President when he or she is not available.
- c. Treasurer – Works closely with the designated City employee to manage all money and fundraising.
- d. Clerk - Keeps record and takes minutes of the discussions pertaining to the event and presentation. He or she will also keep track of attendance at any meetings or correspondence of Youth Council members that takes place during or outside of the regularly scheduled Youth Council meetings that pertains to the Youth Council. The Youth Council Clerk may appoint a designated proxy.

ARTICLE IV. MEETINGS

Section 4.1. Time and Date of Regular Meeting. The Youth Council shall meet on the third Tuesday of each month starting at 5:30 p.m. in the City Administration Building, in addition to locations as determined by the program. Youth Council members can vote to schedule a second regular meeting time for the purpose of working on the Youth Council's essential duties.

Section 4.1.1. Holidays. Should the regularly scheduled meeting on the third Tuesday of the month fall on a holiday or a day during a scheduled break from Springdale Public Schools, the meeting will be moved to the second Monday of the month. If a meeting must be cancelled or rescheduled for any reason, it will be rescheduled on a day that is agreed upon by a quorum of the Youth Council and program officials.

Section 4.2. Agenda. The agenda for the regularly scheduled meetings will be set before the program begins in September. However, Youth Council members can determine discussion topics and add additional items to the agenda as needed. Requested agenda additions must be sent to a designated City staff member no later than one week before the meeting is scheduled. The program coordinator reserves the right to make changes to the agenda at any time.

Section 4.3. Special Meetings and Correspondence. Youth Council members can meet throughout the month outside of the regularly scheduled meeting times, but the Clerk or a member who is a designated proxy for the Clerk must be present to take minutes. Additionally, all special meetings will be made available to the public, and must take place in a public place, such as on property owned by the City or the Springdale School District. All members must be invited to any additional meetings, and a majority of the members must be present at any of these meetings. See Section 4.3.1. for exceptions. All must be copied on all group correspondence.

Section 4.3.1. Committees. Youth Council members can decide to form committees to delegate the duties of the Youth Council. It is the duty of the committees to ensure all Youth Council members and designated the City staff member remain informed of all committee decisions. The Youth Council can decide to give full decision-making power to the Committee as it relates to its specific duty through Youth Council vote. Once a committee is formed, committee members must schedule a regular monthly meeting to occur until the business of the committee is complete.

- a. If such power is granted, a full Youth Council quorum is not required at committee meetings; however, a full committee quorum is still required.
- b. If the Youth Council does not vote to give said power to the committee, all decisions must be voted on by a quorum of the full Youth Council.

Section 4.4. Quorum. A quorum shall consist of a majority of the members. A quorum is required for the Youth Council to convene a meeting and to conduct business at a meeting.

Section 4.5. Voting. Any decision made related to the event, presentation, or officer elections must be agreed upon by a majority of the members present with a quorum. Members must disclose any conflicts of interest related to any of items being voted on, and must abstain from voting if a conflict of interest is determined.

Section 4.6. Attendance.

- a. Members shall make meeting attendance a high priority. A member who, except in case of extenuating circumstances, misses more than one regularly scheduled meeting may be removed from the Youth Council. If a member is an hour or more late (or leaves an hour or more early) he or she will only receive half credit for attendance. Therefore, if a member is late (or leaves early) twice, it is the equivalent of missing one full meeting. Extenuating circumstances shall be for the following reasons: documented illness of the member or close relative, family emergencies, and unplanned school activities, church activities, required community involvement, and/or to attend work. Members can miss no more than two regularly scheduled meetings, regardless of extenuating circumstances. A Youth Council member will contact the program coordinator in writing in the event of their absence from a meeting. Parents may contact the program coordinator to notify of an absence in lieu of

student only if the student is ill. Members are expected to fulfill all duties and responsibilities assigned to them and failure to do so will result in removal from the Youth Council. Absences will be reviewed every three months by the Youth Council Clerk and the program coordinator to ensure members are fulfilling their attendance requirements. All members are required to attend the first meeting in September. Members are permitted to miss only one of the supplementary tours. No exceptions. If they miss a regularly scheduled monthly educational meeting, members must set up a time before the next meeting to meet with the program coordinator to pick up missed materials.

- b. All members are required to attend the "Event" and "Group Presentation" essential duties. Additionally, members are required to attend at least 75% of all meetings outside of the regularly scheduled monthly meetings and tours.
- c. Excessive absenteeism will be subject to action and may result in the member being removed from the Youth Council.
- d. If it is determined that a Youth Council member is not meeting the attendance requirements, the Committee for Civic Engagement and Inclusion reserves the right to recommend removal of the student. The Mayor will make the final decision regarding the removal of a Youth Council member.
- e. Members should be prepared to meet outside of the regularly scheduled meetings in order to complete the essential duties. However, the Youth Council is not required to meet outside of the regularly scheduled meetings.

Section 4.6.1. Participation – Activities at the regular meetings count toward member participation. Members must participate in at least 80% of activities. This includes making up activities for meetings the members miss. Members will work with the program coordinator to make up activities.

Section 4.7. Observational Meetings/Events. Youth Council members will be required to attend each of the following meetings/events at least one time throughout their tenure on Youth Council. This does not include meetings attended as part of the essential duties.

- City Council Meeting
- City Council Committee Meeting
- Planning Commission Meeting
- One community event hosted by the Shiloh Museum, Public Library, Downtown Springdale Alliance, Chamber of Commerce, or Parks and Recreation

Section 4.8. Supplementary Tours. There are three supplementary tours offered throughout the year. Youth Council members are required to attend. The tours count toward attendance. Tours will take place on the last Thursday of the first three months of the program (September, October, and November). Should the tour date fall on a holiday, or scheduled break from Springdale Public Schools, the tour will be moved to the previous Thursday.

Section 4.9. Program Changes. The program coordinator reserves the right to make changes to the program at any time.

ARTICLE V. ROLE OF CITY COUNCIL

Section 5.1. Reports to Council. At any point, the City Council can request a progress report on essential duties or request advisory support for issues that affect youths in our community. In such cases, all officers or a member proxy, must be present to present to the City Council.

Section 5.2. Mentoring and Advising. City Council members will be paired with Youth Council members for the purpose of mentoring. City Council members/City staff/other elected officials who agree to participate in the mentoring portion of this program will be required to meet with the Youth Council member one-on-one at least once a month. The minimum time commitment expected from participating mentors will include a 45-60-minute introductory meeting with their mentees early in the program, and then at least two hours per month for the duration of the program to be spent meeting with the members (at least one hour per mentee per month). Mentors and mentees can spend more than an hour together each month, but the additional time does not rollover into other months. Additionally, mentees and mentors should be able to talk during meetings, and therefore mentees observing the mentor performing their official duties does not count toward the mentoring requirement. Mentors should also make themselves available through email and phone throughout the program should the student have questions or need guidance.

Section 5.2.1 Talking points each month. City Council mentors must review an item on a recent City Council agenda and discuss the process of determining how to vote on the item.

- a. If the mentor is not a City Council member, the mentor must review a current project they are working on, and walk the mentee through the process of accomplishing their goal.

Section 5.2.2 Talking point at least once. Mentor must explain how they came to decide to run for office and what the registration, campaign, and election process entailed in their experience.

- a. If the mentor is not an elected official, they must discuss their experience working for a local municipality, how they came to work for the City, and the type of interactions they have with the public through the course of their job.

Section 5.2.3. Missed meetings. In the event that a Youth Council member does not complete the mentoring requirement for one month, they may meet with their mentor for two hours the following month to make up the time. This may only happen one time. If the member does not make up the missed session, or misses future sessions, they can be removed from Youth Council.

ARTICLE VI. OPEN MEETINGS

All Youth Council and Youth Council Committee meetings will be open to the public, and a meeting schedule will be made available on the City of Springdale’s website.

ARTICLE VII. BYLAW AMENDMENTS

These bylaws may be amended by the City Council at any time. The Youth Council members and Committee for Civic Engagement and Inclusion members may propose amendments to the bylaws; however, those amendments must be approved by City Council and will not be effective until a majority vote by City Council.

ARTICLE VIII. CODE OF CONDUCT

Youth Council members must abide by the following code of conduct:

- a. Be respectful of themselves and others.
- b. Uphold the law.
- c. Be professional, accepting, and open-minded. Listen and consider other people’s ideas and feelings
- d. Be present, mindful, and engaged.
- e. Be a team player.
- f. Do not participate in or allow bullying of any kind.
- g. Communicate openly and honestly with each other, mentors, City staff, elected officials, and program leaders.
- h. Bring a positive attitude to meetings.

ARTICLE IX. GRADUATION

Youth Council members who have successfully completed the requirements laid out in these bylaws will graduate at the second City Council Meeting in April. Members will receive recognition from the Mayor and City Council for their work. Family and sponsors will be invited to this event. All members of the Youth Council must turn in their completed program evaluations in order to graduate.

Article X. Ex Officio

Each year, one former Youth Council member can be chosen by the Committee for Civic Engagement and Inclusion to serve as an ex officio member of the Youth Council for the following year. Members can volunteer for this position after graduation. The ex officio member will not have the ability to vote, except to cast a tie-breaking vote. They do not have to attend the regularly scheduled educational meetings or supplementary tours; however, they are encouraged to attend the work sessions and any outside meetings to help the current members with their essential duties. The ex officio's primary role is to be a resource for the new Youth Council should they need guidance from a former member. The Youth Council is not required to seek counsel from the ex officio member.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF A
CONSERVATION EASEMENT ON PROPERTY OWNED
BY THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT
TO THE ARKANSAS CONSERVATION EASEMENT ACT,
ARK. CODE ANN. §15-20-401, *et seq.***

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29770-010, Parcel No. 815-29767-210, Parcel No. 815-29767-211, and Parcel No. 815-29767-200, Washington County, Arkansas; and Parcel No. 21-00172-010 and Parcel No. 21-00172-012, Benton County, Arkansas (collectively "the Property");

WHEREAS, the City of Springdale, Arkansas, wishes to avail itself of the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*, (the "Act"), for the purposes of retaining or protecting natural, scenic, or open-space values of the Property; assuring the Property's availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality of the Property;

WHEREAS, in order to comply with the provisions of the Act with regard to the Property, the City wishes to implement a Conservation Easement on the Property, as shown on the attached Exhibit "A", which will be filed for record with land records of Washington County, Arkansas, and Benton County, Arkansas;

WHEREAS, the Conservation Easement is necessary in preserving and maintaining the Property consistent with the purposes of the Act; and

WHEREAS, both the Act and Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached Conservation Easement document granting a conservation easement on the Property pursuant to the Act.

PASSED AND APPROVED this _____ day of _____, 2018.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

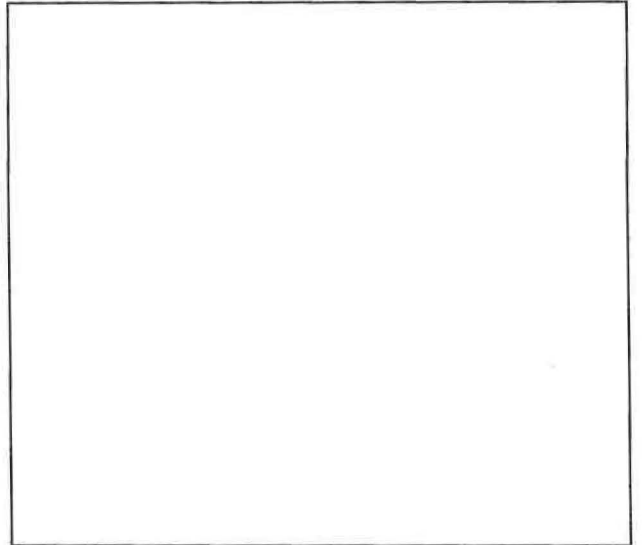
Ernest B. Cate, City Attorney

CONSERVATION EASEMENT

This conservation easement, made this _____ day of _____, 2018, by and between the City of Springdale, Arkansas ("Grantor"), and the City of Springdale, Arkansas ("Grantee"), pursuant to the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*

WITNESSETH:

WHEREAS, the Grantee is a qualifying recipient of qualified conservation contributions under 26 U.S.C. Section 170, being part of the Internal Revenue Code, as amended from time to time (hereinafter the "Code");



WHEREAS, the Grantee is authorized to accept conservation easements for all purposes set forth in Ark. Code Ann. § 15-20-401, *et seq.* (the "Act"), including, but not limited to, retaining or protecting natural, scenic, or open-space values of real property; assuring its availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality;

WHEREAS, the Grantor is owner in fee simple of certain real property located in Benton and Washington County, Arkansas (hereinafter the "Premises"), and is more particularly described herein;

WHEREAS, the Grantor and Grantee recognize the cultural and environmental value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises;

WHEREAS, the grant of a conservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises consistent with the purposes of the Act;

WHEREAS, the grant of a conservation easement by Grantor to Grantee on the Premises will assist in preserving and maintaining the aforesaid value and significance of the Premises both to Grantor and Grantee;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantor desires to accept, a Conservation Easement on the Premises;

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas and a part of the NE ¼ of the NE ¼ of Section 27, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Beginning at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence along the West line of said SE ¼ of the SE ¼ N 1°49'35" E 662.35 feet to a steel rebar pin; thence S 87°05'31" E 422.22 feet to a steel rebar pin; thence S 04°30'00" E 181.69 feet to a steel rebar pin; thence S 13°00'00" W 163.19 feet to a steel rebar pin; thence S 20°30'00" W 132.18 feet to a steel pin; thence S 10°30'00" W 197.54 feet to a steel rebar pin; thence N 87°01'22" E 16.64 feet to a steel rebar pin; thence N 10°30'00" E 193.91 feet to a steel rebar pin; thence N 20°30'00" E 131.82 feet to a steel rebar pin; thence N 13°00'00" E 166.81 feet to a steel rebar pin; thence N

04°30'00" W 182.09 feet to a steel rebar pin; thence S 87°05'31" E 530.69 feet to a steel rebar pin; thence S 25°53'49" E 225.14 feet to a steel rebar pin; thence S 63°50'27" E 277.51 feet to a steel rebar pin on the East line of said SE ¼ of the SE ¼; thence along said East line S 1°39'39" W 357.09 feet to a four way fence corner at the Southeast corner of said SE ¼ of the SE ¼; thence S 2°29'09" W along the East line of said NE ¼ of the NE ¼ of Section 27, 959.63 feet to a steel rebar pin; thence N 87°34'59" W 1330.30 feet to a steel rebar pin on the West line of said NE ¼ of the NE ¼; thence N 2°36'30" E 164.93 feet to a steel rebar pin; thence S 87°02'36" E 16.50 to the centerline of Silent Grove Rd; thence along said centerline N 00°15'33" E 55.44 feet; thence along said centerline N 01°46'26" E 154.73 feet; thence along said centerline N 3°30'02" E 428.32 feet, thence along said centerline N 00°48'49" E 100.39 feet; thence along said centerline N 2°17'31" W 69.28 feet to the North line of said NE ¼ of the NE ¼; thence along said North line N 87°01'22" W 9.5 feet to the point of beginning, containing 47.456 acres more or less. Subject to the right-of-way of Silent Grove Road and all easements of record.

LESS AND EXCEPT:

One acre (1 acre) taken squarely out of the Northwest corner of the above-described tract of land.

ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1E49'35" E 662.35 feet; thence S 87°5'31" E 208.71 feet to the point of beginning; thence continuing S 87°5'31" E 313.07 feet; thence S 1°49'35" W 208.71 feet; thence N 87°5'31" W 313.07 feet; thence N 1°49'35" E 208.71 feet to the point of beginning containing 1.5 acres more or less.

ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 453.64 feet to the point of beginning; thence S 87°5'31" E 521.78 feet; thence S 1°49'35" W 83.48 feet; thence N 87°5'31" W 521.78 feet; thence N 1°49'35" E 83.48 feet to the point of beginning, containing 1 acre more or less.

ALSO LESS AND EXCEPT:

Beginning at a point 280 feet North of the Southwest Corner of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence North to a point which is S 1°49'35" W 292.19 feet from the Northwest Corner of the S ½ of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence S 87°5'31" E 521.78 feet, thence South to the South line of an easement for a sewer transmission line as described by an easement document filed in Benton County, Arkansas, at Book 423, Page 414, thence Northwesterly along said easement to the point of beginning, containing 1.93 acres more or less.

The Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of itself, its heirs, personal administrators, executors, successors and assigns, with Grantee, its successors and assigns, including that such covenants shall run as a binding servitude, in perpetuity, upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Premises and surrounding land area, and which help maintain and assure the present and future integrity of the Premises:

1. Description of Premises. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Premises, this conservation easement applies to the real property described herein, and the structure located thereon, commonly known as Rabbit Foot Lodge, may be subject to additional restrictions, including a Historic Preservation Easement to be conveyed and filed separately.

2. Grantor's Covenants. In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Premises each of the following, which contribute to the public purpose of significantly protecting and preserving the Premises, and without the prior express written permission and approval of the

Grantee (which shall be granted or withheld solely in the discretion of Grantee), signed by a duly authorized representative thereof, it being understood and agreed by Grantor that such authorization may not be obtained orally, by estoppel or waiver, or in any other manner other than as expressly set forth above (the "Approval"), Grantor shall not undertake any of the following actions:

(a) The Premises shall not be used for any purpose which is inconsistent with the conservation purposes of this easement;

(b) No signs, billboards, awnings or advertisements shall be displayed or placed on the Premises; provided, however, that Grantee may, with an approval, erect such signs or awnings as are compatible with the conservation purposes of this Easement and appropriate to identify the Premises and any activities on the Premises.

(c) There shall be no removal, destruction or cutting down of large trees or landscaping integral to the preservation and conservation purposes of this Easement; provided, however, that Grantor may, with an Approval, undertake such landscaping of the Premises as is compatible with the preservation and conservation purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs or other vegetation.

(d) No dumping of ashes, trash, rubbish or any other unsightly or offensive materials shall be permitted on the Premises.

(e) After the date the Easement is recorded, the Premises (or any part thereof or interest therein) shall not be subdivided, replatted, or subjected to change in allowed land uses including without limitation action to change the allowed land uses or land use classification and the Premises shall not be leased, mortgaged, sold, devised or conveyed (including without limitation conveyance of an easement or restrictive covenant) except as a unit.

3. Grantee's Covenants. The Grantee covenants that:

(a) Grantee is and will remain a qualified organization for purposes of Section 170(h) of the Code. In the event that the Grantee's status as a qualified organization is successfully challenged, then the Grantee shall promptly select another qualified organization and transfer all of its rights and obligations under the Easement to it, which shall be the sole and exclusive remedy of Grantor.

(b) Grantee may, at its discretion and without prior notice to Grantor, convey, assign or transfer this Easement to a "holder" as that term is defined in the Act whose purposes, inter alia, are to promote conservation, and which at the time of the conveyance, assignment or transfer, is a qualified organization under Section 17(h)(3) of the Code, provided that any such conveyance, assignment or transfer requires that the conservation purposes for which the Easement was granted will continue to be carried out.

4. Inspection. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to enter onto and inspect the Premises. Inspection will not, in the absence of evidence of deterioration, take place more often than annually, and will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to unreasonably withhold its consent in determining a date and time for such inspection.

5. Grantee's Remedies. Grantee has the following legal remedies to correct any violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law or provided by the Act:

(a) Grantee may, following thirty (30) days written notice to Grantor, institute suit to enjoin such violation by ex parte, temporary, preliminary and permanent injunction, including prohibitory and mandatory injunctive relief, and to require the restoration of the Premises to the condition and appearance required by this Easement.

(b) Representatives of the Grantee may, following reasonable notice to Grantor, enter upon the Premises, correct any such violation, and hold Grantor, its heirs, personal administrators, executors, successors and assigns responsible for the cost thereof. Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

(c) Grantee shall also have available all other legal and equitable remedies to enforce Grantor's obligations hereunder.

(d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs and attorneys', and expert witness fees.

(e) Exercise by Grantee of one remedy hereunder shall not have the affect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice, demand, letter or bill received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter to bill, where compliance is required by law.

7. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

8. Runs with the Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer, solely except for violations in existence at the time of transfer, for which Grantor and all successors to Grantor shall be jointly and severally responsible, except that Grantee may seek enforcement against any person deemed responsible without necessity of joining all such responsible persons.

9. Title Insurance Recording. Grantee shall do and perform all acts necessary to prompt recording of this instrument in the real estate records of the county wherein the Premises is located, and Grantor shall pay for the expense of recording. Grantee's filing and recording of this easement shall constitute acceptance thereof pursuant to Ark. Code Ann. §15-20-405.

10. Existing Liens. Grantor warrants to Grantee that no lien or encumbrance exists on the Premises as of the date hereof. Grantor shall immediately cause to be satisfied or released any lien or claim of lien that may hereafter come to exist against the Premises which may have priority over any of the rights, title or interest of Grantee in the Premises.

11. Plaques . Grantee agrees that Grantor may provide and maintain a plaque on the Facades or the Building, which plaque shall not exceed _____ by _____ inches in size, giving notice of the significance of the Premises and the existence of this Easement.

12. Indemnification; Immunity. The Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Grantee, its agents, directors and employees or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenses (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this Easement, including but not limited to the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Premises, and the execution of work on the Premises. In addition, Grantor (and all other persons or entities claiming rights hereunder) acknowledges and agrees that nothing contained in this Easement, or otherwise, shall defeat, affect or act to waive the sovereign and governmental immunity enjoyed and inuring in favor of Grantee.

13. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges which may become a lien on the Premises. Grantee is hereby authorized, but in no event required or expected, to make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition or lien asserted against the Premises and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment o

into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become lien on the Premises of the same priority as the item if not paid would have had.

14. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by first class mail, or hand delivered; if to Grantor, then at the Springdale Mayor's Office, 201 Spring Street, Springdale, AR 72764, and if to Grantee, then to Springdale Mayor's Office, 201 Spring Street, Springdale, AR 72764. Each party may change its address set forth herein by a notice to such effect to the other party.

15. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained in this Easement.

16. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes but is not limited to partial or total destruction of the Premises resulting from a casualty of such magnitude that Grantee approves of extinguishment of this easement. Such an extinguishment must be either the result of a final judicial proceeding or have an Approval. Grantor shall be solely responsible for determining, reporting and paying any taxes, penalties or other sums, in addition to the legal, taxes and other effects of any extinguishment of the Easement.

17. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to affect its conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

(b) This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Easement or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Premises by reason of a bona fide transfer for full value, solely except for violations in existence at the time of transfer, for which Grantor and all successors to Grantor shall be jointly and severally responsible without necessity of joining all such responsible persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

(c) This Easement is executed in counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the agreement of the parties.

(d) Except as expressly provided herein, nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on any buildings on the Premises.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above or below the Premises during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of the Easement.

(f) For purposes of furthering the conservation of the Premises and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording among the real estate records of the county where the Premises is located.

(g) the invalidity of any statute providing authority for Grantee to enter into this Easement or any part of this Easement shall not affect the validity and enforceability of the remaining portions of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of an statute, common law or private agreement either in existence now or at any time subsequent hereto.

(h) Nothing contained in this Easement shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

(i) This Easement reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, undertakings, agreements and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this preservation and conservation easement to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted, sealed and executed in its corporate name by its Director and attested by its Secretary.

GRANTOR:
City of Springdale, Arkansas

Date

BY: _____
Doug Sprouse, Mayor

Date

BY: _____
Denise Pearce, City Clerk

GRANTEE:
City of Springdale, Arkansas

Date

BY: _____
Doug Sprouse, Mayor

Date

BY: _____
Denise Pearce, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS

)

COUNTY OF WASHINGTON

)SS

)

On this the ____ day of _____, 2018, before me, a Notary Public, qualified and acting, within and for the said County and State, appeared in person the within named Doug Sprouse and Denise Pearce, to me personally known and who stated they are the duly elected Mayor and City Clerk of the City of Springdale, Arkansas, and that they are duly authorized in their respective capacity to execute the foregoing instrument for and in the name and behalf of the City of Springdale, Arkansas, a municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2018.

My Commission Expires:

Notary Public

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR STREET AND
DRAINAGE IMPROVEMENTS TO MAPLE AVENUE AND
OTHER PURPOSES**

WHEREAS, the City of Springdale is planning Street and Drainage Improvements to Maple Avenue from Holcomb Street to Park Street;

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Burns McDonnell as the most qualified firm;

WHEREAS, the contract has been submitted for review using a lump sum price not to exceed \$151,375.00 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services are not included in this contract.

WHEREAS, project construction has been estimated to be \$2,455,000.00 including the cost of engineering services. The maximum compensation for engineering services shall be \$151,375.00.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS**, that

Section 1. Expenditures for this project will be paid from the 2018 Street Bond Construction Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Burns McDonnell for Street and Drainage Improvements to Maple Avenue.

Section 3. The Mayor is hereby authorized to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

PASSED AND APPROVED this ____ day of March, 2018

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2018
BUDGET OF THE CITY OF SPRINGDALE
ANIMAL SERVICES**

WHEREAS, Animal Services is in need of a new Cargo Can for the Shelter; and

WHEREAS, this van will be purchased with funds bequeathed to the Animal Shelter by the M. Pauline Smith Trust; and

WHEREAS, the Animal Services Director has recommended the purchase of a 2018 Ram 1500 Cargo Van off the state contract from McLarty Daniel Chrysler Dodge Jeep Ram for \$24,941.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2018 budget of the Springdale Animal Services is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Animal Services	10101044258030	Vehicle Purchase		25,000		25,000

PASSED AND APPROVED this 13th day of March, 2018

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

MCLARTY DANIEL CHRYSLER DODGE JEEP RAM

3709 South Thompson, Springdale, AR. 72764

CITY OF SPRINGDALE ANIMAL SHELTER

321 WEST RANDALL WOBBE LANE

SPRINGDALE, ARKANSAS

2018 Ram 1500 Cargo Van Low Roof – 136 inch wheelbase. 3.6L Engine and 6-Speed automatic transmission. White exterior color. Black Cloth Bucket seats.

Our bid price on this truck is \$ 24941.00

The bid includes everything on the state bid plus the following add-ons included from the factory.

Premium appearance group, 16" wheel covers, Passenger double seat, Rear hinged doors with fixed glass, Daytime running lights, ParkSense rear park assist system, Uconnect 3 Nav with 5" Display and tire sealant and air compressor.

The van would need to be ordered and would take 6 to 8 weeks to be built after ordered by the city.

Thank you,



McLarty Daniel Chrysler Dodge Jeep Ram

Phone – 479-751-4563 Office